

AGREEMENT BETWEEN COUNTY OF MONTEREY AND AMERICAN EAGLE ATTORNEY SERVICE, INC.

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and American Eagle Attorney Service, Inc., hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited Quotations through the Request for Quotations (RFQ # 10541) for In-State Service of Process, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible Quotation to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S Quotation, the County hereby engages CONTRACTOR to provide the services set forth in RFQ # 10541 and in this AGREEMENT on the terms and conditions contained herein and in RFQ # 10541. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT

RFQ # 10541 dated July 9, 2015, including all attachments and exhibits

Addendum No. 1, and

CONTRACTOR'S Quotation dated August 4, 2015.

- 1.2 These documents are on file with the Contracts/Purchasing Division.
- 1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, RFQ #10541, Addendum No. 1, CONTRACTOR'S Quotation, including all attachments and exhibits.

- 1.4 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.5 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

S2.0 SCOPE OF SERVICE

- 2.1 CONTRACTOR Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 2.2 CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:
 - 2.2.1 PROCEDURAL REQUIREMENTS
 - 2.2.1.1 CONTRACTOR shall perform field service of civil and criminal and legal documents, including, but not limited to orders, order to show cause, income withholding order, subpoenas, summons and complaints, summons and petition, notice of motions.
 - 2.2.1.2 Documents to be served shall be transmitted electronically on a daily basis, except County recognized holidays, through a secure electronic email transmission or from the State Child Support Enforcement System (CSE). This does not preclude CONTRACTOR from serving process on holidays. CONTRACTOR shall be provided with a list of County holidays.
 - 2.2.1.3 CONTRACTOR must transmit/provide service files to agents each business day an order is received and provide County with email

confirmation of the documents received by 1:00 p.m. the following business day.

- 2.2.1.4 If no specific date is assigned by County, CONTRACTOR shall assign a service date of twenty (20) calendar days from the date of receipt of the documents to be serviced. The twenty (20) calendar day time period for service does not expire after the first three attempts of personal service.
- 2.2.1.5 For substituted service, CONTRACTOR shall make at least three (3) service attempts and meet due diligence requirements prior to substitute service. Substituted service is authorized only on the third (3rd) attempt, after agent has made two (2) attempts at personal service. A total of three (3) attempts must be made at the sub-service address. For a residence address - at least one of the two attempts must be made before 7:00am or after 6:00pm on a weekday OR at any time on a weekend (Saturday or Sunday). Statute allows Service of Process at a usual mailing address even if the defendant does not reside at that address, however, the defendant MUST pick-up mail in a timely manner (i.e. once a week). For substituted service at a business address, all three (3) attempts must be made during regular business hours - between 8:00 am to 12:00 pm OR between 1:00 pm to 5:00 pm, Monday through Friday. Service of Process may not occur during defendant's lunch hour /meal break.
- 2.2.1.6 A minimum of six (6) attempts must be made, for a request, before a declaration of non-service can be completed and submitted. If a service is determined to be unsuccessful in the first attempt at personal service and the CONTRACTOR deems further attempts to be futile, a declaration of non-service can be completed and submitted.
- 2.2.1.7 The first service attempt is to be performed within two (2) business days from the date of receipt of the service packet for the local service area and five (5) business days for the non-local service area, and seven (7) business days for out of state serves. First service attempt must be documented on field notes and declarations of due diligence.
- 2.2.1.8 Requested corrections to the Proof of Service, non-serve declaration, Declaration of Due Diligence and Declaration of Mailing must be returned to County within five (5) business days after CONTRACTOR received the notice of error. The County shall communicate all errors to the CONTRACTOR via email.
- 2.2.1.9 CONTRACTOR shall notify County via email when service cannot be accomplished at the address provided by the County and CONTRACTOR has obtained a forwarding address or employment information from current residents, neighbors, apartment managers and employers. The County shall notify CONTRACTOR via email of the

- decision to attempt service at new address or to not attempt service at new address.
- 2.2.1.10 If documents are not served within twenty (20) calendar days of receipt, or if service cannot be attempted due to bad address or incomplete address, or if service attempt results in an unsuccessful serve due to bad or incomplete address, CONTRACTOR shall immediately (within 24 hours) notify County via email. No hardcopy service documents shall be returned to County.
- 2.2.1.11 CONTRACTOR's employees shall provide the person served with a brief description of the documents served and encourage the party to contact the County.
- 2.2.1.12 CONTRACTOR shall furnish County with an accurate description of the person served and the address where service was accomplished. When service cannot be completed, the CONTRACTOR shall provide a correctly completed declaration of non-service and detail why service was not completed at the address given by County.
- 2.2.1.13 In addition to the completed Proof of Service and/or Declaration of Due Diligence, the CONTRACTOR shall fully document all attempts of service, to include date, time, place and manner in which the person was located, and other pertinent circumstances, and must retain such information in its records whether service is successful or unsuccessful. Such information shall be made available to County electronically / online / website accessible and upon request shall be produced at any court proceeding at which the validity of service is an issue.
- 2.2.1.14 In the event County cancels a request for Service of Process prior to CONTRACTOR making a first attempt at service, the County shall not be charged. If one or more attempts at service have been made at time of cancellation, the appropriate non-service fee will be applied.
- 2.2.1.15 CONTRACTOR shall return completed proofs of service, and, in the case of sub-service, declarations of due diligence and declarations of mailing to County within five (5) business days after the service, if the service is within California and within seven (7) business days if outside of California.
- 2.2.1.16 CONTRACTOR agrees to immediately contact County if CONTRACTOR determines that performing the requested service might endanger CONTRACTOR personnel.
- 2.2.1.17 Service of rush documents shall be completed within 48 hours. If the service is unsuccessful, the CONTRACTOR shall notify County via email, within the same 48 hour time frame.
- 2.2.1.18 CONTRACTOR shall have a mechanism of reporting real-time status of each order to County from the time CONTRACTOR has County

documents in its possession. CONTRACTOR shall respond via email, within 24 hours to inquiries about the status of a service request from County staff.

- 2.2.1.19 In the event that a party who has been served with a document pursuant to this Agreement denies that he/she has been served, the CONTRACTOR must, at no additional cost, have the process server or other competent witness available to: 1) discuss the case with a Monterey County Department of Child Support Services attorney, or his/her designee; 2) sign necessary declarations or affidavits; 3) testify at court hearings or depositions without the need for subpoena or subpoena duces tecum.
- 2.2.1.20 CONTRACTOR agrees to furnish County with an itemized list of charges each month. A summary detail sheet is to be included providing the following information: County case number, date of service for each service request being billed, name of person served, the results of the service, the charge associated with that request (including service area), total invoice amount, and contract year-to-date invoice amount. Incomplete or inaccurate invoices shall be returned to CONTRACTOR for correction.
- 2.2.1.21 CONTRACTOR shall provide electronic access to create reports to include the following queries / categories: (1) a report on all cases that have been referred for service. The status of these reports shall detail the current status of all cases referred by County which are still in the CONTRACTOR's inventory or are included in the CONTRACTOR's current monthly invoice and shall include the case reference number and the date the case was received by CONTRACTOR; (2) the total number of legal documents referred by County during a given time period; (3) a summary of the number and percentage of successful and unsuccessful serves by County; (3) total number and percentage of unsuccessful serves due to "bad address" or "not found".
- 2.2.1.22 Nothing in this Agreement precludes County from utilizing other private process serving agencies. Nor shall this Agreement preclude County employees from performing Service of Process for County under any circumstances.
- 2.2.1.23 CONTRACTOR shall make provision for service of documents outside normal business hours as is necessary to complete service of process.
- 2.2.1.24 CONTRACTOR shall provide contact information and an email address for County staff to contact CONTRACTOR after normal business hours.

2.2.1.25 CONTRACTOR may use other duly qualified process serving agencies for service of documents outside of the CONTRACTORs specified service areas.

2.2.2 CONTRACTOR REQUIREMENTS

2.2.2.1 CONTRACTOR, whenever possible, shall attempt and perform personal service by delivery of the service documents to the individual named.

2.2.2.2 Where personal service is accomplished, it must be documented in a proof of service containing the following information: identify documents served; name of the person served; the time, date, location, and manner of service; wet signature/original pen signature and date by the service agent, stating the County in which he/she is registered and his/her registration number. COUNTY shall be provided with one (1) original proof of service and one (1) copy with redacted service address.

2.2.2.2.1 CONTRACTOR understands and agrees that authority to sign a Proof of Service cannot be delegated. CONTRACTOR shall submit to COUNTY only Proofs of Service signed by the agent who has performed the service.

2.2.2.3 Where personal service is not possible, CONTRACTOR shall attempt substituted service on the individual named; which shall include the following steps:

2.2.2.3.1 The service packet shall be left at the named individual's dwelling, house (usual place of abode), usual place of business, or usual mailing address (other than a U.S. Postal Service);

2.2.2.3.2 Leave the service packet with a "competent member of the household" or person "apparently in charge of his/her office or place of business," at least 18 years old, "... who' shall be informed of the contents thereof."

2.2.2.3.3 Thereafter, a second copy of the service packet is to be mailed (first class mail, postage prepaid) to the named individual at the place where the copies were left, within 5 business days of sub-serving.

2.2.2.3.4 All substituted services shall be accompanied by a valid proof of service, with an attached affidavit of due diligence and a declaration of mailing documenting that service was attempted on three different days at three different times of day. Thereafter, the Proof of Service on

Affidavit must evidence a subsequent mailing to the address where the substituted service was performed. The affidavit of due diligence and declaration of mailing must have wet signature / original pen signature and date by the service agent.

2.2.2.3.5 If it appears that a successful service may not be possible, CONTRACTOR shall carefully evaluate the facts involved in the situation to determine if there is some evidence of service evasion on the part of the individual named. All such evidence will be carefully documented in field notes that may be incorporated into the document on non-service.

2.2.2.3.6 Under no circumstances shall Orders, Judgments, Orders to Show Cause, Income Withholding Orders and Notice of Motion be substitute served. Such services shall not be eligible for compensation.

2.2.2.4 CONTRACTOR shall observe all applicable state and federal laws pertaining to the handling and confidentiality of service materials.

2.2.2.5 CONTRACTOR shall keep a record of all service packages, served and un-served for a minimum of three years.

2.2.2.6 CONTRACTOR shall be required to abide by all applicable Federal and State laws and regulations, including, but not limited to:

2.2.6.1 California Code of Civil Procedures § 708.110

2.2.6.2 California Code of Civil Procedures § 1005(13) (b)

2.2.6.3 California Code of Civil Procedure § 415.10

2.2.6.4 California Code of Civil Procedure § 415.20

2.2.6.5 California Family Code § 4009

2.2.6.6 California Family Code §17212(b) (3)

2.2.3 QUALITY ASSURANCE REQUIREMENTS

2.2.3.1 CONTRACTOR must maintain an electronic log, database, or other records to track individual cases.

2.2.3.2 CONTRACTOR must tightly control time intervals of when legal papers are retrieved from COUNTY, when process is served and when forms are returned to County.

2.2.3.3 CONTRACTOR must maintain and provide access to real-time case status information for child support cases.

2.2.3.4 Any unusual patterns of service or irregularities in service shall be reported promptly to County.

2.2.4 FUNDING SOURCE REQUIREMENTS

2.2.4.1 The State of California Department of Child Support Services serves as the funding source for COUNTY. Changes to child support processes may be mandated by the State, requiring modification to this Contract during the course of this Contract's term. CONTRACTOR shall be required to comply with all mandated changes.

2.2.4.2 COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

2.2.4.2.1 Transmit all documents to be served via secured, encrypted electronic delivery.

2.2.4.2.2 Provide Service Instruction Sheet DCSS 0203 for each service document. The DCSS 0203 shall include the County case number and shall specify instructions for service, including any known information which would improve the chances of a successful serve; if available, the Social Security number for defendant; if available, a photo person being served and the name and email address of County employee submitting the order. A court date will also be provided if the matter is scheduled for a hearing. A due date and time shall also be provided if the order is a rush request. The second (2nd) page of the DCSS 0203, at the field denoted as "BY:" shall also have the name of County employee submitting the order. If needed, a third (3rd) page of the DCSS 0203 would include additional instructions for CONTRACTOR.

2.2.4.2.3 County shall also provide, on the DCSS 0203, the name of individual or company to be served and the residence and/or business address where the documents are to be served.

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including August 31, 2018, with the option to extend the AGREEMENT for two (2) additional one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.
- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing. CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the Agreement.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT. However, the total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$250,000.00.”
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6 Tax:
- 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County of Monterey Department of Child Support Services at the following address:
- Department of Child Support Services
752 La Guardia Street, Salinas, CA 93905
Attention: Ma Mon, Accountant II
MonM@co.monterey.ca.us
- 5.2 CONTRACTOR shall reference the RFQ/RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the

invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included in the AGREEMENT must be approved by County in writing via an Amendment.

6.0 STANDARD INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

7.0 INSURANCE REQUIREMENTS

- 7.1 Evidence of Coverage:
- 7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This

approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.2 Qualifying Insurers: All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

7.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by

the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

8.0 RECORDS AND CONFIDENTIALITY

- 8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT— HIPAA COMPLIANCE

CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

14.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

15.0 GUARANTEE OF MALWARE-FREE GOODS

All software/hardware purchased must be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract. Malicious code or malware (short for malicious software) is defined as software (or firmware) designed to damage or do other unwanted actions on a computer system. Common examples of malware include viruses, worms, Trojan horses and spyware. Viruses, for example, can cause havoc on a computer's hard drive by deleting files or directory information. Spyware can gather data from a user's system without the user knowing it. This can include anything from the web pages a user visits to personal information, such as credit card numbers.

16.0 INTELLECTUAL PROPERTY RIGHTS

All data provided by County belongs to County. All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of County. Use or distribution of County data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from County.

For systems hosted or stored on equipment not owned by County, CONTRACTOR shall furnish all data to County upon request by County at any time during the term of this AGREEMENT in a useable format as specified by County and at no additional cost to County.

Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

17.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
1488 Schilling Place
Salinas, CA 93901
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:

Chief Executive Officer
American Eagle Attorney Service, Inc.
PO Box 908
Apple Valley, CA 92307
Tel. No.(909) 466-7272 or (888) 200-6996
FAX No.(909) 466-7270
ameagle@americaneagleonline.com

18.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: 

Signature of Chair, President, or
Vice-President

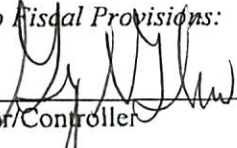
Dated: _____

Eda Naples, Chief Executive Officer

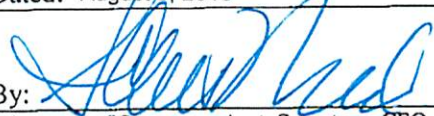
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: August 9, 2015



Deputy Auditor/Controller

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: 10-1-15

Scott Naples, Chief Financial Officer

Printed Name and Title


Approved as to Liability Provisions:

Risk Management

Dated: August 9, 2015

Dated: _____

Approved as to Form:



Deputy County Counsel

Dated: 10/01/15

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT "D" RFQ #10541

<i>criteria point assignment</i>	SUCCESSFUL SERVICE 15	UN-SERVED 13	In- State Service of Process MULTIPLE ADDRESS FOR ATTEMPTS 12	URGENT / RUSH / EXPEDITED SERVICE 10
AREA / LOCATION				
Los Angeles County	60	60	Rates are per address~Unlimited attempts	Additional 25
Fresno County	60	60	Rates are per address~Unlimited attempts	Additional 25
Merced County	60	60	Rates are per address~Unlimited attempts	Additional 25
Santa Clara County	60	60	Rates are per address~Unlimited attempts	Additional 25
Alameda County	60	60	Rates are per address~Unlimited attempts	Additional 25
Sacramento County	60	60	Rates are per address~Unlimited attempts	Additional 25
Riverside County	60	60	Rates are per address~Unlimited attempts	Additional 25
Kern County	60	60	Rates are per address~Unlimited attempts	Additional 25
REMOTE / RURAL AREA				
Terrace Way Desert Hot Springs, CA 92240	60	60	Rates are per address~Unlimited attempts	Additional 25
Mile 2.5 Forest Route 6No6 Willow Creek, CA 95573	60	60	Rates are per address~Unlimited attempts	Additional 25
Lanai Lane Salton City, CA 92275	60	60	Rates are per address~Unlimited attempts	Additional 25